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Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

**Re: WC Docket No. 12-375 – Comment for Report and Order on Remand and Fourth Further Notice of Proposed Rulemaking**

Dear Commissioners and Staff,

Worth Rises applauds the Federal Communication Commission's willingness to regulate the prison telecom industry. As the Commission is all too aware, prison telecom providers have exploited incarcerated people and their families for decades with dire consequences for our most marginalized communities—which are also disproportionately impacted by the COVID-19 pandemic. These corporations exploit the human need for connection by charging exorbitant rates and fees, separating families and harming communities. The Commission's rulemaking is an important step towards ending this exploitation.

Still, Worth Rises is concerned that the Commission's methodology for setting new interstate rate caps has flaws that are artificially inflating its proposed rate caps. To address these concerns, the Commission should limit its reliance on self-reported data from correctional telecom providers, penalize misrepresentations in self-reported data, reconcile cost of service data with actual rates in the market, exclude security and surveillance costs from costs of service for communication, and consider how marketplace innovations might impact its cost of service analysis. We also urge the Commission to complete its rulemaking process by April 30, 2021.

**A. Data Reliability**

- 1. Self-reported cost of service data provided by correctional telecom providers is not reliable and should not constitute the basis of the Commission's rate cap calculations.**

Currently, the Commission relies on correctional telecom providers to self-report cost of service data, which is then used by the Commission to determine rate caps. As the Commission has recognized, this approach incentivizes the providers to artificially inflate their costs of service and wrongly influence the Commission to increase the rate caps they can charge. And,

unsurprisingly, the providers routinely report inflated costs. In fact, the Commission has acknowledged that the two largest providers in the market overstate their costs of service, forcing the Commission to not only request comment on what it should do when providers inflate their data, but also to already discount one provider's self-reported numbers by 10 percent.<sup>1</sup> Yet, the Commission recognizes that even this discount may not fully correct the inflated costs reported by the provider.<sup>2</sup>

Moreover, providers have repeatedly demonstrated their willingness to submit inaccurate information to the Commission. The prison telecom industry has a well-documented history of obstruction, obfuscation, and outright lying in front of the Commission. There are countless examples that range from Securus' 2017 submission of inaccurate and misleading information to the Commission for which it was fined \$1.7 million<sup>3</sup> to Global Tel\*Link (GTL)'s prior attempt to inflate their costs earlier this year.<sup>4</sup> In fact, Worth Rises has previously catalogued a litany of deliberate misrepresentations from providers in their annual reports to the Commission.<sup>5</sup> Outside of proceedings before the Commission, providers have been accused of devising elaborate cost-fixing schemes and paying bribes to officials.<sup>6</sup>

Even the best methodology will only produce outputs as reliable as its inputs. Financially self-interested parties with a history of deceitful behavior cannot be relied upon to provide the inputs on which the Commission sets rate caps fair to consumers. Considering this, the Commission should not rely on providers to self-report cost data.

## **2. The Commission has the industry expertise to determine rate caps independently, or at the very least, to use raw financial data to determine costs of service.**

The Commission has the institutional expertise to determine rate caps without relying on filtered cost of service data from the providers. Despite claims by providers to the contrary, communication services in prisons and jails are not meaningfully different from communication services in any other marketplace, and history is the best indicator.

Before niche telecom providers bought out the correctional market by paying prisons and jails commissions, the same major telecom providers that serve the broader public served the

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<sup>1</sup> Rates for Interstate Inmate Calling Services, WC Docket No. 12-375, Report and Order on Remand and Fourth Further Notice of Proposed Rulemaking, FCC 20-111 (rel. Aug. 7, 2020) (hereinafter Fourth Further Notice), Paragraph 92-98.

<sup>2</sup> Fourth Further Notice, para. 94.

<sup>3</sup> "Securus Agrees to Pay \$1.7 Million Civil Penalty." 32 FCC Rcd 9552 (11). (Oct. 30, 2017). <https://www.fcc.gov/document/securus-agrees-pay-17-million-civil-penalty>.

<sup>4</sup> "Request for Information and Documents Regarding Global Tel\*Link Corporation's Inmate Calling Services Costs (WC Docket No. 12-375)." DA 20-740 (July 15, 2020).

<sup>5</sup> Worth Rises, Comment, Docket No. 12-375 (November 25, 2019), available at [https://ecfsapi.fcc.gov/file/1126425000199/Worth%20Rises%20-%20Public%20Comment%20\(12-375\).pdf](https://ecfsapi.fcc.gov/file/1126425000199/Worth%20Rises%20-%20Public%20Comment%20(12-375).pdf).

<sup>6</sup> Washington Lawyers Committee, "Families of Prisoners Sue Nation's Largest Providers of Inmate Calling Services for Fixing and Lying about Prices." (June 29, 2020), available at <https://www.washlaw.org/families-of-prisoners-sue-nations-largest-providers-of-inmate-calling-services-for-fixing-and-lying-about-prices/>; "Second company settles lawsuit filed by attorney general in Epps bribery case." *Mississippi Today* (Aug. 15, 2017), available at <https://mississippitoday.org/2017/08/15/second-company-settles-lawsuit-filed-by-attorney-general-in-eppsbribery-case/>.

correctional market (e.g. AT&T, MCI, Verizon, etc.). These corporations provided collect call services inside prisons and jails in much the same way they did outside. Niche telecom providers took over the market by paying off cash strapped prison and jail administrators at a time when the carceral population was rapidly growing. And to cement their stake in the market, they introduced security surveillance that again previous providers had not offered.<sup>7</sup>

The bottom line is that the communication services have changed minimally in the past few decades, what has changed in the business model of the providers in the market and the additional services they offer their contracting customers: prisons and jails. Their decision to introduce a new business model and new services should not weigh on the Commission, which has a mandate to regulate communication services. The Commission should use its deep institutional expertise in telecom to set appropriate rate caps in the correctional landscape.

Alternatively, if the Commission determines it cannot appropriately set rate caps independent of self-reported data from the providers, it should collect and analyze detailed financial data from the providers rather than relying on the providers' cost of service figures. As the Commission recognizes, the cost of service data reported by providers is not raw data. This data has already been manipulated by the providers with their financial interests in play. The Commission should collect and analyze raw financial data from the providers and determine what their true costs of service. By collecting and analyzing the data itself, the Commission can ensure it sets fair rate caps based on accurate cost of service figures.<sup>8</sup>

**3. The Commission should punitively discount the data of any provider found to be inflating its costs of service by 25% and fine the provider.**

The Commission has been forced to reduce the cost of service reported by at least one provider, GTL, by 10% after it provided misleading data that was out of line with the rest of the industry.<sup>9</sup> The Commission acknowledges that this discount is likely insufficient to address the provider's overstatement of these costs.<sup>10</sup> Despite many requests for candor, the Commission further acknowledges that other major providers have also overstated their costs of service.<sup>11</sup> Finally, the Commission recognizes that the inflation of costs by the markets two largest players likely has an outsized impact on its analysis and the proposed rate caps.<sup>12</sup> Accordingly, there is a critical concern about the accuracy of self-reported data and significant interest in ensuring that providers submit accurate data.

Thus, it is not enough to simply try to correct the provider's data nor is it the responsibility of the Commission to do so. In fact, it is unlikely that the Commission could correct the data with precision and its inability to do so would only hurt the consumer by artificially increasing the proposed rate caps. The only way to cure for this critical concern is for the Commission to

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<sup>7</sup> Worth Rises, "Connecting Families: Compelling messaging for prison phone justice campaigns," available at <https://worthrises.org/s/Worth-Rises-Connecting-Families-Mar-2020-FINAL-wbwf.pdf>.

<sup>8</sup> Fourth Further Notice, para. 98, 133.

<sup>9</sup> Fourth Further Notice, para. 93.

<sup>10</sup> Fourth Further Notice, para. 94.

<sup>11</sup> Fourth Further Notice, para. 98.

<sup>12</sup> Fourth Further Notice, para. 97.

implement a meaningful punitive discount to cost data and assess a fine to any provider found submitting misleading or false data to discourage such behavior.

## **B. Methodology**

- 1. The Commission should lower its proposed rate caps for both prisons and jails to no more than \$0.05 per minute because existing bidding and contract trends clearly demonstrate that providers can recoup their service costs with an acceptable profit margin at this rate.**

We appreciate that the Commission took great care in developing its methodology to determine the proposed rate caps and are thankful to the Commission for seeking comment on gaps in its methodology. Unfortunately, the current proposed rate caps of \$0.14 for prisons and \$0.16 for jails are not supported by current practices in the field. We urge the Commission to lower its proposed rate caps across the board for all prisons and jails to the lowest possible based on market data, which would be no more than \$0.05 per minute.

The Commission based its proposed rate caps on self-reported cost of service data from providers. As already discussed, this approach incentivizes providers to inflate their costs of service, but the self-reported cost of service data is not the only relevant data available to the Commission. The Commission also has access to the actual rates providers offer and charge in the marketplace. It should consider both in determining true costs of service in the market.

Providers, like all for-profit entities, are protective of their profit margins. In fact, in the case of the largest providers, the fiduciary duty of their private equity owners further ensures that they are.<sup>13</sup> Accordingly, the rates they offer in procurement bids and charge in awarded contracts undoubtedly include a strong profit margin, especially in states that are entirely unregulated. These rates should be considered in evaluating the accuracy of their reported costs of service and are likely a better indicator of their costs of service. Their bidding and charging practices support far lower rate than the Commission has proposed.

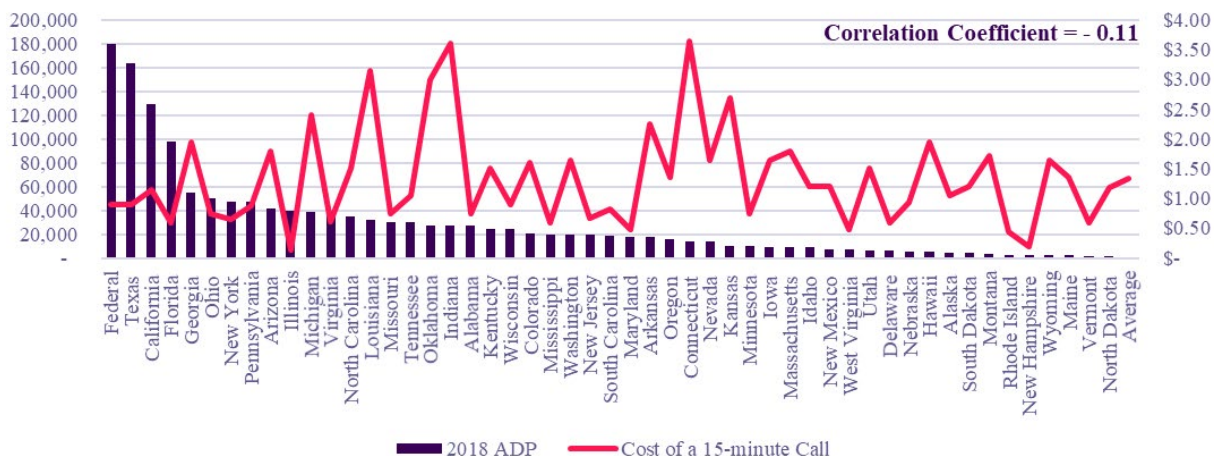
As of October 2020, providers serving the Federal Bureau of Prisons and 43 state prison systems are all charging less than the Commission's proposed rate cap for prisons—24, or nearly half, are charging less than half the rate cap. Their rates range from \$0.009 per minute to \$0.13 per minute and, in agreement with the Commission's findings, suggest no correlation with the average daily population in these systems, which ranges from roughly 1,700 to 180,000 people. These systems, which in some cases charge rates 94 percent below the proposed rate cap, hold nearly 90 percent of the entire federal and state prison population, meaning that the proposed rate cap would impact just 10 percent of the prison population if set as is.<sup>14</sup>

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<sup>13</sup> GTL is owned by American Securities. Securus is owned by Platinum Equity. Inmate Calling Solutions is owned by H.I.G. Capital.

<sup>14</sup> Worth Rises pulled federal and state prison intrastate call rates from provider websites as of October 2020. Rates listed in Table 1.

Chart 1: Average Daily Population v. Cost of 15-minute Call by Prison System



Rates in jails vary more than they do in prisons, ranging from \$0.02 to more than a dollar a minute—and hundreds of varying size and rurality charge less than the Commissions’ proposed rate caps.<sup>15</sup> However, mere variation in rates does not imply much about the actual costs of service. There are many jail systems with remarkably similar profiles to existing prison systems, including size, geography, and security needs. Thus, it does not follow that providers should enjoy a higher rate cap merely for serving jails, instead there should be one rate cap for all correctional facilities.

The critical difference in rates charged at prisons and jails is a result of the varied negotiating interest, information, and proficiency of each agency. Jails have historically negotiated higher rates than prisons for two reasons: (1) they are often more reliant and interested in high site commissions and (2) jails receive less scrutiny from advocacy organizations due to the transient nature of the detained population and the difficulty of organizing at the local level. But cost of service is not a function of either the financial interests of jails or the lack of critical oversight.

The Commission has noted that, based on the provider’s self-reported data, costs of service vary largely along just two factors: (1) provider’s identity and (2) the state where a facility is located,<sup>16</sup> but neither should, in fact, impact the Commission’s cost of service analysis.

Regarding the first factor, some providers report spending less to provide communication service than others, but the capability or willingness of providers to deliver communication service in the most cost-effective way should not negatively impact consumers. The most cost-effective delivery mechanism should be an industry standard that providers are expected meet, and thus rate caps based on it. Rate caps should not make allowances for costly delivery mechanisms. Thus, the Commission should set rate caps based on the costs of service submitted by the vast majority of providers, excluding outliers, or those providers with the highest costs.<sup>17</sup>

<sup>15</sup> Prison Policy Initiative, “2018 Phone Rates Survey.” Available at [https://www.prisonpolicy.org/phones/appendix\\_table\\_2.html](https://www.prisonpolicy.org/phones/appendix_table_2.html).

<sup>16</sup> Fourth Further Notice, para. 84.

<sup>17</sup> Fourth Further Notice, para. 88.

Regarding the second factor, while it might be tempting to argue that different states may have different requirements that impact cost of service, again the actual rates offered and charged do not support that argument. For example, in Kansas, per minutes rates in jails range from \$0.10, well below the proposed rate cap, to \$1.24 per minute.<sup>18</sup> There are similar variations within many states, and none are tied to facility size or rurality, as the Commission found, and we affirm.

Where there is consistency in the rates charged in a particular state, it is often because of regional monopolies and information flow between sheriffs. For example, in New York, 48 of the 55 jails outside New York City contracted with GTL,<sup>19</sup> the only platinum level telecom sponsor of the New York State Sheriffs' Association.<sup>20</sup> Of these, 92 percent had the exact same rate structure: \$4.35 for the first minute and \$0.40 for every additional minute, or \$9.95 for a 15-minute call.<sup>21</sup> Meanwhile, the handful of counties that opted for a different provider have substantially different rate structures, some that charge as low as \$3.15 for a 15-minute call.<sup>22</sup> And the state prison system charges just \$0.65 for the same call.<sup>23</sup>

There are also about half a dozen states that have instituted their own rate caps.<sup>24</sup> Many of these rate caps were instituted over the last few years when litigation determined that the Commission could not regulate intrastate rates. In these states, there is some consistency in rates because providers often charge at the max rate permitted by state regulation.

The real reason for the variation in rates across the country in both prisons and jails is not due to cost of service, but rather what providers can get away with in each bid and negotiation, baking in site commissions, signing bonuses, technology grants, and more.

In setting a rate cap, we recommend the Commission evaluate the providers' self-reported costs of service against their actual rates in the field, relying on the lesser of the two since both are representations of the providers' interests. Further, given the unexcused variation of jail rates and practical similarity between prisons and jails, we recommend the Commission focus on the offered and charged rates in prisons, which undergo more scrutiny.

The mean rate charged across all federal and state prisons is \$0.09 per minute and the weighted mean charged across the same facilities is \$0.08 per minute (*see Table I*). These figures are critical given that the Commission is using mean contract costs to set its rate cap, but they do not support the proposed rate caps of \$0.14 per minute for prisons and \$0.16 per minute for jails.

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<sup>18</sup> Prison Policy Initiative, "2018 Phone Rates Survey." Available at [https://www.prisonpolicy.org/phones/appendix\\_table\\_2.html](https://www.prisonpolicy.org/phones/appendix_table_2.html).

<sup>19</sup> Worth Rises and Brooklyn Community Bail Fund, "Paying for Jail: How County Jails Extract Wealth from New York Communities." Available at <https://worthrises.org/s/Paying-For-Jail-NY>.

<sup>20</sup> New York Sheriff's Association, "Our Corporate Partners." Available at <https://nysheriffs.org/corporate-partners/>.

<sup>21</sup> Worth Rises and Brooklyn Community Bail Fund, "Paying for Jail: How County Jails Extract Wealth from New York Communities." Available at <https://worthrises.org/s/Paying-For-Jail-NY>.

<sup>22</sup> *Id.*

<sup>23</sup> Securus Technologies, as of October 2020, available at <https://securustech.online/#/rate-quote>.

<sup>24</sup> The following states currently have rate caps for intrastate calls Alabama, Illinois, Louisiana, Massachusetts, Montana, New Jersey, and Ohio. These rate caps, which range from \$0.07 to \$0.25 per minute for prepaid calls, were all set since 2015 and, in many cases, relied on rate caps set by the Commission.



Table 1: Call Rates in Prison Systems

State	Provider	2018 Al	First Minute (local prepa	Add'l Minute (local prepa	15 Minute Call (local prepa
Connecticut	Securus	13,681	\$ 0.24	\$ 0.24	\$ 3.65
Indiana	GTL	26,877	\$ 0.24	\$ 0.24	\$ 3.60
Louisiana	Securus	32,397	\$ 0.21	\$ 0.21	\$ 3.15
Oklahoma	GTL	26,943	\$ 0.20	\$ 0.20	\$ 3.00
Kansas	ICSolutions/CenturyLink	10,218	\$ 0.18	\$ 0.18	\$ 2.70
Michigan	GTL	38,761	\$ 0.16	\$ 0.16	\$ 2.40
Arkansas	Securus	17,799	\$ 0.15	\$ 0.15	\$ 2.25
Georgia	Securus	54,870	\$ 0.13	\$ 0.13	\$ 1.95
Hawaii	GTL	5,375	\$ 0.13	\$ 0.13	\$ 1.95
Arizona	ICSolutions/CenturyLink	41,937	\$ 0.12	\$ 0.12	\$ 1.80
Massachusetts	Securus	8,692	\$ 0.12	\$ 0.12	\$ 1.80
Montana	ICSolutions/CenturyLink	3,744	\$ 0.12	\$ 0.12	\$ 1.73
Washington	GTL	19,369	\$ 0.11	\$ 0.11	\$ 1.65
Nevada	Securus	13,640	\$ 0.11	\$ 0.11	\$ 1.65
Iowa	ICSolutions	9,419	\$ 0.11	\$ 0.11	\$ 1.65
Wyoming	ICSolutions	2,577	\$ 0.11	\$ 0.11	\$ 1.65
Colorado	GTL	20,200	\$ 0.11	\$ 0.11	\$ 1.61
North Carolina	GTL	34,899	\$ 0.10	\$ 0.10	\$ 1.50
Kentucky	Securus	24,136	\$ 0.10	\$ 0.10	\$ 1.50
Utah	ICSolutions/CenturyLink	6,648	\$ 0.10	\$ 0.10	\$ 1.50
Oregon	Telmate	15,433	\$ 0.09	\$ 0.09	\$ 1.35
Maine	Legacy/Edovo	2,426	\$ 0.09	\$ 0.09	\$ 1.35
Idaho	ICSolutions/CenturyLink	8,664	\$ 0.08	\$ 0.08	\$ 1.20
New Mexico	Securus	7,253	\$ 0.08	\$ 0.08	\$ 1.20
South Dakota	GTL	3,918	\$ 0.08	\$ 0.08	\$ 1.20
North Dakota	Securus	1,695	\$ 0.08	\$ 0.08	\$ 1.19
California	GTL	128,935	\$ 0.08	\$ 0.08	\$ 1.14
Tennessee	GTL	30,128	\$ 0.07	\$ 0.07	\$ 1.05
Alaska	Securus	4,380	\$ 0.07	\$ 0.07	\$ 1.05
Nebraska	GTL	5,456	\$ 0.06	\$ 0.06	\$ 0.94
Federal	GTL	179,898	\$ 0.06	\$ 0.06	\$ 0.90
Texas	Securus/CenturyLink	163,635	\$ 0.06	\$ 0.06	\$ 0.90
Wisconsin	ICSolutions/CenturyLink	24,064	\$ 0.06	\$ 0.06	\$ 0.90
Pennsylvania	Securus	47,370	\$ 0.06	\$ 0.06	\$ 0.89
South Carolina	GTL	19,033	\$ 0.06	\$ 0.06	\$ 0.83
Ohio	GTL	50,431	\$ 0.05	\$ 0.05	\$ 0.75
Missouri	Securus	30,369	\$ 0.05	\$ 0.05	\$ 0.75
Alabama	Securus/CenturyLink	26,841	\$ 0.05	\$ 0.05	\$ 0.75
Minnesota	GTL	10,101	\$ 0.05	\$ 0.05	\$ 0.75
New Jersey	GTL	19,362	\$ 0.04	\$ 0.04	\$ 0.66
New York	Securus	47,459	\$ 0.04	\$ 0.04	\$ 0.65
Virginia	GTL	37,340	\$ 0.04	\$ 0.04	\$ 0.61
Florida	Securus	97,538	\$ 0.04	\$ 0.04	\$ 0.60
Mississippi	GTL	19,614	\$ 0.04	\$ 0.04	\$ 0.60
Delaware	GTL	6,067	\$ 0.04	\$ 0.04	\$ 0.60
Vermont	GTL	1,735	\$ 0.04	\$ 0.04	\$ 0.60
Maryland	GTL	17,815	\$ 0.06	\$ 0.03	\$ 0.48
West Virginia	ICSolutions/CenturyLink	6,775	\$ 0.03	\$ 0.03	\$ 0.48
Rhode Island	Securus	2,767	\$ 0.03	\$ 0.03	\$ 0.44
New Hampshire	GTL	2,647	\$ 0.01	\$ 0.01	\$ 0.20
Illinois	Securus	39,915	\$ 0.01	\$ 0.01	\$ 0.14
Average			\$ 0.09	\$ 0.09	\$ 1.33

Yet, we are not suggesting that the Commission use these means to set its rate cap for several reasons that we will continue to discuss throughout this comment, namely that the actual rates that underlie this mean include (1) unexamined profit margins, (2) site commissions for the transfer of market power which the Commission has rightfully excluded from costs of service, and (3) the cost of security and surveillance services that should not be passed on to consumers. After these matters are addressed, we estimate that the proper rate cap would be much lower and be, at most, in line with the one third of prison systems charging \$0.05 per minute or less.

**2. The Commission should perform its cost-recovery analysis at the contract level because that approach reflects how corporations and facilities negotiate rates.**

Providers and correctional agencies negotiate contracts at an agency-wide level. Individual facilities are not responsible for negotiating their own rates, and rates for individual facilities do not generally vary within a larger correctional agency contract. Therefore, we agree with the Commission's proposed model for cost-recovery analysis.

**3. The Commission should set rate caps based on the cost of providing communication service to consumers, and not the added costs of security and surveillance.**

The cost of security and surveillance services is one of the two leading costs providers point to to justify their egregious call rates, the other being site commissions. In its current methodology, the Commission considers security and surveillance a cost of service for the purposes of setting its proposed rate caps.<sup>25</sup> We disagree with this approach, and urge the Commission to exclude the costs of security and surveillance that providers have reported and passed through to consumers because they are not directly related to communication services.

Security and surveillance costs are not related to the provision of communication service and provide no benefit to consumers, though consumers bear the burden. These security and surveillance services are not different in purpose than the barbed wire, guard dogs, and security cameras that secure correctional facilities. They are most similar to the security and surveillance conducted in correctional mailrooms, where mail set to and from incarcerated people and their families is reviewed for contraband. In recent years, some correctional agencies have even outsourced the security and surveillance of mail by requiring families send their mail to a private vendor, who then photocopies the mail and send the copies to the correctional facilities for distribution to the intended mail recipient. For instance, in 2018, the Pennsylvania Department of Corrections outsourced the security and surveillance of mail to Smart Communication for \$4 million,<sup>26</sup> yet the cost of sending mail is still the regular price of a stamp. These, and all other security and surveillance measures, are paid for out of the core operating budgets of correctional agencies, not shifted onto incarcerated people or their support networks.

Designed to serve the interests of facilities and their administrators, these security and surveillance measure are invasive and intrusive for those subjected to them. The same is true for

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<sup>25</sup> Fourth Further Notice, para. 107.

<sup>26</sup> Raven Rakia, "Pennsylvania prisons hired a private company to intercept and store prisoners' mail." *The Appeal* (September 24, 2018), available at <https://theappeal.org/pennsylvania-prisons-hired-a-private-company-to-intercept-and-store-prisoners-mail/>.



the security and surveillance services imposed on prison and jail communication. For instance, in the California prison system, where GTL is contracted to provide call services, calls are limited to 15 minutes, and three times during each call, a loud automated message interrupts the call with a reminder that the call is being monitored. These interruptions happen at inconsistent intervals and are incredibly distracting, imposing, and insensitive. In this case, not only are consumers paying for the cost of these security and surveillance services, but they are also paying for the lost time the system takes to make the automated announcement.

Worse yet, these security and surveillance services are often used against consumers—to violate their privacy and expose them to a significant risk of abuse.<sup>27</sup> Recordings of jail phone calls have been routinely used in the prosecution of people awaiting trial and location tracking to monitor callers on the outside.<sup>28</sup> In the worst cases, providers have illegally recorded privileged calls between incarcerated people and their attorneys and turned those calls over to law enforcement.<sup>29</sup> The technology that made this possible was funded by the consumers whose lives were destroyed by it.

Isolating the costs of these security and surveillance services would be in line with the arguments made by providers, their marketing materials, and the surveillance related payments and technology grants they make to prisons and jails.

First, when questioned about the high rates of calls, providers routinely site the cost of security and surveillance.<sup>30</sup> They often explain that calls in prisons and jails are not like calls elsewhere due to the security and surveillance needs of correctional agencies. But in doing so, they refuse to acknowledge that they are not addressing communication service costs at all and are instead an entirely different product and service.

Second, significant portions of provider bids are often focused on security and surveillance. While their products often come with a base level of security and surveillance, such as the recording of calls, providers often offer additional services with added per minute costs from an a la carte menu or in bundles.<sup>31</sup> At times, they even subcontract additional security and surveillance services to third parties and add the cost of those services onto their rates.<sup>32</sup>

And finally, they make payments to correctional agencies to reimburse them for costs of security and surveillance conducted by the agencies themselves. The Commission has currently made an allowance of \$0.02 for these security related commissions. This allowance should be removed

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<sup>27</sup> Jennifer Valentino-DeVries, “Service Meant to Monitor Inmates Could Track You, Too.” *NY Times*, May 10, 2018, <https://www.nytimes.com/2018/05/10/technology/cellphone-tracking-law-enforcement.html>.

<sup>28</sup> Jennifer Valentino-DeVries, “Service Meant to Monitor Inmates’ Calls Could Track You, Too.” *The New York Times* (May 10, 2018), available at <https://www.nytimes.com/2018/05/10/technology/cellphone-tracking-law-enforcement.html>.

<sup>29</sup> Luke Nozicka, “Leavenworth detainees reach \$1.45M settlement over recorded attorney phone calls.” *The Kansas City Star* (August 26, 2019), available at <https://www.nytimes.com/2018/05/10/technology/cellphone-tracking-law-enforcement.html>.

<sup>30</sup> <https://www.nytimes.com/2015/03/31/us/steep-costs-of-inmate-phone-calls-are-under-scrutiny.html>

<sup>31</sup> “GTL Shelby County contract December 2017,” available at <https://www.documentcloud.org/documents/5000150-GTL-Shelby-County-contract-December-2017.html#document/p27/a472471>.

<sup>32</sup> <https://abcnews.go.com/Technology/us-prisons-jails-ai-mass-monitor-millions-inmate/story?id=66370244>

from the proposed rate cap as these costs simply do not constitute a cost of communication service, they are costs of security and surveillance services.

But not only are security and surveillance costs not directly related to communication service, they also fall outside the purview of the Commission for regulation. According to its original mandate, the Commission's responsibility is to ensure the availability of worldwide wire and radio communication services to all people in the U.S. The mandate was not to ensure that correctional facilities have the ability to surveil such communication, or that such communication should be used as a vehicle to shift unrelated costs of security and surveillance onto communication consumers.

In *GTL v. FCC* the Court of Appeals for the D.C. Circuit determined that consumers may be charged for costs that are "directly related" to the provision of calling services.<sup>33</sup> While the Court appeared to have a broad understanding of what constitute costs "directly related" to the provision of communication service based largely on what is requested by correctional agencies, the Court was clearly most disturbed by what it described as the prior Commission's "categorical exclusion of site commissions." Excluding security and surveillance costs from the Commission's cost-recovery analysis would not violate the Court's decision in *GTL v. FCC* for the following reasons: (1) the exclusion is not a prohibition on commissions, (2) any impact on commissions could not be described as a "categorical exclusion" of them, (3) many of the security and surveillance costs layered on to communication services are not requested by correctional agencies but rather offered additionally by providers, and (4) the Court's decision cannot be interpreted to mean that *anything* correctional agencies ask for would be "directly related."

The Commission should not legitimize the shifting of unrelated correctional costs onto consumers using communication services. Once these unrelated services have been excluded from the cost of service, the Commission should adjust its rate caps accordingly.

### **C. Impact of Rates**

The high rates charged for prison and jail communication damage entire communities. The Commission's action to lower these rates will increase connections and carry numerous tangible and intangible benefits. The positive impact of rate reductions goes far beyond the factors listed in the Order both quantitatively and qualitatively.

At the current proposed rates, roughly 10 percent of the prison population would be impacted by the rulemaking. Assuming every prison system currently above the rate adjusted their interstate rate to the new cap, we estimate that consumers would save nearly \$3 million annually and that call volume would increase by 184 million minutes annually. If the rate cap was instead set to \$0.05 per minute, 35 prison systems would be impacted, and we estimate consumers would save over \$45 million annually and call volume would increase by 1.5 billion minutes annually.

While jail figures are more difficult to estimate, assuming that the national jail average for interstate calls is the current rate cap of \$0.21 per minute, we estimate that the proposed rates

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<sup>33</sup> Fourth Further Notice, para. 102; *GTL v. FCC*, 866 F.3d at 417.

would save consumers almost \$9 million annually and increase call volume by nearly 800 million minutes annually. If the rate cap was instead set to \$0.05, we estimate consumers would save over \$75 million annually and call volume would increase by 3.2 billion minutes annually.

#### **D. Marketplace Developments**

The Commission’s rulemaking should account for developments in the market that have allowed incarcerated people and their support networks to communicate for free or significantly less.<sup>34</sup> In the last three years, the prison phone justice movement has made significant strides.

In 2018, New York City passed the nation’s first piece of legislation to make jail phone calls free to incarcerated people and their families. The legislation shifted the cost burden for jail calls back onto the city after more than 20 years. As a result, the city could no longer collect site commissions and renegotiated the price of its calls with Securus from \$0.50 for the first minute and \$0.05 for every additional minute to \$0.03 per minute across the board. The legislation went into effect in May 2019, saved families nearly \$10 million annually, and increased call times by almost 40% overnight.<sup>35</sup>

In 2019, San Francisco became the second city to make jail calls free to incarcerated people and their families.<sup>36</sup> Rather than negotiating its existing contract with GTL, the city decided to bring the service back to procurement. They released a groundbreaking request for proposal that prohibited providers from bidding on a per minute, which is not just an antiquated model but also creates a perverse incentive for the city to curb phone use.<sup>37</sup>

With this new request for proposals in San Francisco, providers could only bid according to two structures: a fixed cost for the entire contract or a per phone line lease. Four providers bid on the contract, and GTL, which bid using both structures—\$39,055 monthly or \$89.78 per phone line—won the contract with the lowest bid.<sup>38</sup> The new policy went into full effect in August of 2020 and is now saving families \$1.1 million annually.<sup>39</sup> It also increased call volume by roughly 40% overnight.<sup>40</sup> We hope other will move toward this model.

There are now several states, including Connecticut, Massachusetts, and New York, considering legislation to make phone calls free across state and local facilities.<sup>41</sup> There are also efforts in California to introduce a meaningful rate cap.<sup>42</sup> Several state and local agencies have also

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<sup>34</sup> Fourth Further Notice, Paragraph 134.

<sup>35</sup> Zero Profits site, available at <https://www.zeroprofits.org/phonecalls>.

<sup>36</sup> Carla Marinucci, “San Francisco becomes first county in the nation to offer free calls to jail inmates.” Politico (August 10, 2020), available at <https://www.politico.com/states/california/story/2020/08/10/san-francisco-becomes-first-county-in-the-nation-to-offer-free-calls-to-jail-inmates-1306715>.

<sup>37</sup> See Appendix.

<sup>38</sup> See Appendix.

<sup>39</sup> Lisa Pickoff-White and Marisa Lagos, “Will San Francisco Taxpayers Have to Pay for Phone Calls From Inmates?” *KQED* (June 17, 2019), available at <https://www.kqed.org/news/11754818/will-san-francisco-taxpayers-have-to-pay-for-phone-calls-from-inmates>.

<sup>40</sup> Analysis conducted by Worth Rises for the City of San Francisco.

<sup>41</sup> Connect Families Now website, available at <https://connectfamiliesnow.com/ourcampaigns>.

<sup>42</sup> California Senate Bill 555, available at [https://leginfo.ca.gov/faces/billTextClient.xhtml?bill\\_id=201920200SB555](https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201920200SB555).

negotiated dramatically improved rates, namely Illinois, which negotiated the nation's cheapest contract with Securus in 2018 for \$0.009 per minute for domestic calls and \$0.23 per minute for international calls,<sup>43</sup> and Dallas, which negotiated a comparable contract with Securus for \$0.0119 per minute earlier this year.<sup>44</sup>

In conclusion, we again applaud the Commission for pursuing a rulemaking to lower interstate rate caps, and urge the Commission to adjust the proposed rate caps according to these comments. Please do not hesitate to reach out with any questions. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Bianca Tylek". The signature is written in a cursive, flowing style.

Bianca Tylek  
Executive Director

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<sup>43</sup> State of Illinois Contract, Illinois Department of Innovation and Technology, Phone Services for Incarcerated Persons, available at [https://www.prisonphonejustice.org/media/phonejustice/Securus\\_7-1-18\\_-\\_6-30-2021\\_Redacted.pdf](https://www.prisonphonejustice.org/media/phonejustice/Securus_7-1-18_-_6-30-2021_Redacted.pdf).

<sup>44</sup> Keep Families Connected Letter to Massachusetts Governor Charlie Baker (March 20, 2020), available at [https://www.nclc.org/images/pdf/special\\_projects/covid-19/COVID-19-prison-telephone-letter.pdf](https://www.nclc.org/images/pdf/special_projects/covid-19/COVID-19-prison-telephone-letter.pdf).

# Appendix

**City and County of San Francisco**

**Request for Proposals for**

**Incarcerated Person Communication Services  
RFP # SHF | 2019-11/ Sourcing Event No. 0000003286**



Date issued:	December 20, 2019
Pre-proposal conference:	9:00 a.m., January 8, 2020
Proposal due:	2:00 p.m., February 5, 2020



Request for Proposals for Incarcerated Person Communication Services: **RFP # SHF | 2019-11**

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- A. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.
- B Agreement for Professional Services (form P-600) [separate document]
- C Proposal Response Outline Example [separate document]

**Attachments:**

Attachment 1- RFP Requirements

**Request for Proposals for  
Incarcerated Person Communications Services**

**I. Introduction and Schedule**

**A. General**

1. The City and County of San Francisco (“City”) with the San Francisco Sheriff’s Department (“Sheriff’s Department”) invite responses to this Request for Proposal (RFP) from qualified, experienced Proposers who can provide a comprehensive, reliable incarcerated person communications solution including incarcerated person telephones, standard visitation services and additional technologies that meet the requirements described in this RFP. For the purposes of this RFP, City and Sheriff’s Department are considered interchangeable.
2. City is seeking an experienced Proposer to provide, install and maintain various incarcerated person communication solutions inclusive of an incarcerated person, visitation and public payphone telephone system (IPTS) at the Jail Facilities. Proposer shall provide all incarcerated person communication services to the incarcerated persons in accordance with the requirements and provisions set forth in this RFP and to all of the Facilities listed in **Attachment 1, Section I (Facility Specifications)**. All calls through the IPTS, including International calls, shall be completed as free and shall not require a charge or transaction fee.
3. The Sheriff’s Department may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the selected Proposer. Currently, the Sheriff’s Department works with Praeses, LLC (“Praeses”) as its independent and objective compliance monitor (“Designated Agent”) relative to the Sheriff’s Department incarcerated person communication services environment. Proposers responding to this RFP shall accept the Sheriff’s Department’s direction in working with its Designated Agent.
4. The awarded Agreement shall have an original term of three years. In addition, the Sheriff’s Department shall have two options to extend the term for a period of one year each, which the Sheriff’s Department may exercise in its sole, absolute discretion.

**B. Schedule of Events**

The anticipated schedule for selecting an incarcerated person communications Proposer is:

Proposal Phase	Date
RFP is issued by the Sheriff's Department	12/20/19
Deadline for mandatory pre-proposal conference registration	01/03/2020
Mandatory pre-proposal conference	9:00 a.m. (PST), 01/08/2020
Deadline for submission of written questions or requests for clarification	01/13/2020
Proposals due	2 p.m. (PST), 02/05/2020
Tentative effective date of Agreement	05/1/2020

**C. Contractors Unable to do Business with the City****1. Generally**

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into an Agreement with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached as the P-600 Professional Services Agreement (4-19).

**2. Companies Headquartered in Certain States**

The awarded Agreement is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers that have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

## II. Scope of Work

- A. The Sheriff's Department is seeking an experienced incarcerated person communications Proposer to provide, install and maintain various incarcerated person communication solutions inclusive of an incarcerated person telephone service (IPTS), audio recording of visitation sessions, and a payphone telephone system.
1. All incarcerated person telephone calls and visitation sessions processed by and through the IPTS shall be completed as free and no fees shall be charged by Proposer to the incarcerated persons or the called parties.
  2. The Sheriff's Department will pay the Proposer a fixed annual cost amount split into equal monthly payments to compensate Proposer for the IPTS services outlined in this RFP and **Attachment 1 – RFP Requirements**. Proposer may offer an alternative Price Proposal utilizing a lease per incarcerated person telephone in Option 2 of the RFP and as outlined in **Attachment 1, Section J (Rates and Fees)**.
    - a) The Sheriff's Department reserves the right to request an adjustment in the fixed annual cost amount in the event of a material change in the active incarcerated persons or open facilities. Material change shall be considered a fluctuation of 10% or more in the incarcerated persons population for a period of 4 (four) consecutive months.
    - b) The Sheriff's Department reserves the right to modify the free call or fixed annual cost arrangement with the awarded Proposer. In such event, the Sheriff's Department and Proposer will mutually negotiate any adjustments to the Agreement and all such changes will be documented in an amendment.
    - c) The Sheriff's Department reserves the right to impose a percentage cap on Proposer-proposed increases in pricing beyond the fixed annual cost amount.
- B. Detailed Proposer responsibilities and specific requirements are set forth in in **Attachment 1 – RFP Requirements** and define the scope of work associated with this RFP.

## III. Submission Requirements

### A. Time and Place for Submission of Proposals

1. Proposals must be received by 2:00 p.m. (PST), on 2/05/2020. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered electronically via the City's PeopleSoft system at <https://sfcitypartner.sfgov.org/pages/index.aspx>, or mailed to:

Henry Gong  
San Francisco Sheriff's Department SFSF City Hall, Room 456  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4676

2. For hardcopy deliveries, Proposers shall submit five print copies (1 original and 4 copies) of the proposal and one copy, separately bound, of the required CMD Forms in a sealed envelope clearly labeled **INCARCERATED PERSON COMMUNICATION SERVICES PROPOSAL**, and include the RFP number to the above location. Proposals that are submitted by fax or email will not be accepted. Late submissions will not be considered.

3. Additional requirements are found in **Attachment 1, Section B (Instructions and Format)**.

**B. Format**

**1. Hardcopy**

- a. Place proposals in three-ring binders for the review panel. Please use three-hole recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised at minimum of 30% post-consumer materials, and bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.
- b. For word processing documents, the Sheriff's Department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).
- c. Please include a Table of Contents.
- d. Additional requirements are found in **Attachment 1, Section B (Instructions and Format)**.

**2. Electronic**

- a. Submit an electronic version of the proposal on a USB stick or via the City's PeopleSoft bidding system at <https://sfcitypartner.sfgov.org/pages//index.aspx>.
- b. For word processing documents, the Sheriff's Department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers).
- c. Please include a Table of Contents.
- d. The electronic version shall be in a searchable format and shall follow the order specified in **Attachment 1, Section B.1 (Proposal Order)**. Non-searchable documents may be considered non-compliant. Proposer is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Electronic versions so compromised will be considered non-compliant.
- e. Additional requirements are found in **Attachment 1, Section B (Instructions and Format)**.

**C. Content**

Firms interested in responding to this RFP must submit the following information, in the order specified in **Attachment 1, Section B.1 (Proposal Order)**. Proposers shall adhere to page lengths specified in **Attachment 1, Section B.1 (Proposal Order)**.

**1. Introduction and Executive Summary**

Submit a letter of introduction and an executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a

representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

This RFP document provides instructions for the RFP process. This RFP document also includes several sections and numbered items where Proposer must provide additional information or documentation as indicated.

- a. Proposer's proposal shall follow the order specified in **Attachment 1, Section B.1 (Proposal Order)**. Proposer's proposal shall include the original RFP language where specified. The original text from each section and numbered requirement of the RFP document shall be inserted into Proposer's proposal document to be immediately followed by a complete response provided by the Proposer. Please reference Appendix C - Proposal Response Outline Example.
- b. Proposer's proposal shall include specified sections and numbered items in the RFP document that require additional explanation. Proposer shall provide specific, concise responses that fully address the question/information requested in that section. Include only those exhibits and/or images that are clearly relevant to the specific section and numbered item.
- c. If Proposer is in full compliance with the RFP section or requirement number set forth in Attachment 1, Proposer's response shall be, "Read and Agree."
- d. If Proposer's response to the requirements set forth in Attachment 1 is not "Read and Agree", the Proposer's response shall be, "Read and Do Not Agree" and shall be considered an exception ("Exception"). Exceptions to any section or numbered requirement must be listed in **Attachment 1, Section K (Exceptions to RFP)**.
- e. **Attachment 1 – RFP Requirements. Attachment 1, Sections B through N** includes specifications that require Proposer Response for Proposer to be considered. Proposer shall indicate whether Proposer will comply with the requirement, as written. Proposer shall specify, "Read and Agree" or "Read and Do Not Agree" in the PROPOSER RESPONSE space. Items answered with "Read and Do Not Agree" require a statement from the Proposer in the PROPOSER COMMENT space as to why the requirement cannot be met and an explanation of how the Proposer proposes to meet City's needs without the required item. All statements where Proposer responded with "Read and Do Not Agree" must be listed in **Attachment 1, Section K (Exceptions to RFP)**. Proposer comments will be evaluated in accordance with the Evaluation and Section Criteria of this RFP as well as **Attachment 1, Section C (Evaluation & Selection and Section C.1 (Evaluation Criteria))**.
  - 1) Section A - Proposer Instructions
  - 2) Section B - Instructions & Format
  - 3) Section B.1 - Proposal Order
  - 4) Section C - Evaluation & Selection
  - 5) Section C.1 - Evaluation Criteria
  - 6) Section D - General Conditions
  - 7) Section E - User Billing & Payments
  - 8) Section F - Customer Service
  - 9) Section G - General Installation Requirements
  - 10) Section H - IPTS Requirements
  - 11) Section I - Facility Specifications
  - 12) Section J - Rates and Fees
  - 13) Section K - Exceptions to RFP



- 14) Section L - Exceptions to P-600 Professional Service Agreement (4-19)
- 15) Section M - Receipt of Addenda
- 16) Section N - Pre-Proposal Conference Registration Form

- f. **Appendix B – P-600 Professional Service Agreement (4-19).** Proposer is required to review the standard agreement in its entirety and indicate any exceptions in **Attachment 1, Section L (Exceptions to P-600 Professional Service Agreement)**, including an explanation of how the Proposer proposes to meet the Sheriff's Department needs without the required item.
- g. The City shall propose an agreement resulting from this RFP, which shall incorporate **Attachment 1 – RFP Requirements, Appendix B – P-600 Professional Service Agreement (4-19)** and Proposer's RFP response ("Agreement"). The terms of any agreement between the selected Proposer and the Department shall be subject to further negotiation and approval before the Sheriff's Department may be legally bound thereby. If satisfactory negotiations with the selected Proposer cannot be negotiated in a reasonable time, the Sheriff's Department may begin Agreement negotiations with the next Proposer. The awarded Proposer shall not unduly delay negotiations or execution of the Agreement. Proposer is expected to respond timely to the Sheriff's Department's requests.
- h. Additional format requirements are provided in **Attachment 1, Section B (RFP Instructions & Format)**.

## 2. **Project Approach**

Describe the services and activities that your firm proposes to the City, including the following information.

- a. **Equipment and Installation Requirements**
  - 1) Specific Equipment and Installation requirements applicable to all systems are outlined in **Attachment 1, Section G (General Installation Requirements)**.
  - 2) Proposer shall submit a preliminary implementation plan, which shall include a proposed installation schedule for the Facilities for IPTS.
  - 3) Proposer shall indicate any environmental conditions required for the proposed IPTS. Include minimum and maximum operating temperatures and humidity levels.
  - 4) Proposer shall indicate the number of hours of back-up power that the provided UPS components supply to the IPTS.
  - 5) Proposer shall indicate whether Proposer proposes any changes to Sheriff's Department's communications room at the Facilities.

### **IPTS**

- 1) Specific IPTS Equipment and Installation requirements are outlined in **Attachment 1, Section H (IPTS Requirements)**.
- 2) Proposer shall supply details of Proposer's proposed IPTS which shall include, but not be limited to: system version (if Proposer uses multiple IPTS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.

- 3) Proposer shall include a diagram demonstrating the proposed IPTS solution.
- 4) Proposer must indicate the physical size of the IPTS equipment to be installed at the Facilities including information on height, depth, width, weight, abuse tolerances and any limitations.
- 5) Proposer shall include a description, as well as images, of the incarcerated person and visitation telephone sets, TDD and/or video relay service units, and cart/portable sets proposed for installation at the Facilities.

b. **Technology Features and User Applications**

**IPTS**

- 1) IPTS and User Application Specifications are outlined in **Attachment 1, Section H (IPTS Requirements)**.
- 2) Proposer shall provide information on how the proposed IPTS is capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing.
- 3) Proposer shall provide a script of the call acceptance information provided to the called party.
- 4) Proposer shall indicate the number of times the IPTS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad.
- 5) The IPTS shall process calls on a selective trilingual basis in English, Spanish and Cantonese. Proposer shall indicate whether the called party (in addition to the incarcerated person) will be able to select the preferred language for call prompts.
- 6) For calls that are not completed, the IPTS shall play a recorded message to the incarcerated person detailing why the call was not completed. Proposer shall provide a list of the available recordings as well as a complete description of each.
- 7) Proposer shall specify if the IPTS can limit free calls per incarcerated person, within a specified number of hours, daily, weekly or monthly. Proposer shall list the ways in which rules for free calls can be assigned.
- 8) Proposer shall provide information on any security configurations available within the IPTS to prevent fraud relative to automated phone trees (e.g. incarcerated persons pressing digits and getting to a live operator).
- 9) Proposer shall provide detailed information on the frequency Proposer performs remote diagnostics and troubleshooting processes that shall include failure reports, alarms, service history and other steps taken.
- 10) The IPTS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones and video relay units, which are accessible to persons in wheelchairs and providing devices, including video relay units, which are compatible with Telephone Devices for the Deaf (TDD).
  - a) Proposer must indicate how the TDDs work with the proposed IPTS.
  - b) Proposer shall provide detail on how TDD calls can be recorded and monitored via the IPTS.

- c) Proposer shall provide detail relative to its capability to provide a Video Relay System (VRS) at no additional cost to the Sheriff's Department. Proposer shall include information on any translation options associated with the VRS.
- d) Proposer shall provide detail on how call controls configured in the IPTS are preserved for calls placed using the VRS (e.g. branding, blocked telephone numbers).

c. **Security Features**

- 1) IPTS Security Features requirements are specified in **Attachment 1, Section G (General Installation Requirements)**.

**IPTS**

- 1) Proposer shall provide a detailed explanation of the information displayed on the called party's caller ID each time a call from the Facilities is placed (e.g. unknown number, Proposer's City service number, dummy ANI).
- 2) Relative to Proposer's fraud prevention feature, provide a list of the available pre-recorded announcements. Proposer shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- 3) Specify the method used by Proposer to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
  - a) Upon detection of a three-way call, indicate whether the IPTS is capable of playing a message to the incarcerated person and/or the called party prior to terminating the call.

d. **Monitoring, Recording and Data Requirements**

- 1) Proposer shall provide detailed information on its data storage locations, data redundancy practices, and the processes used when copying and storing all data.

**IPTS**

- 1) Monitoring, Recording and Data Requirements are outlined in **Attachment 1, Section H (IPTS Requirements)**.
- 2) Proposer shall include detailed information on the IPTS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email) and whether a security PIN for accessing the live call/visitation session is required.
- 3) Proposer shall provide a detailed description of the process for copying/exporting recordings. Include information on date/time stamps and how the IPTS prevents tampering with a recording.
- 4) Proposer shall describe its capabilities to allow authorized users of the IPTS application to share call recordings (single and bulk) without copying recordings onto a CD or other storage medium.
- 5) Provide a listing of all available file types for IPTS data including reports and recordings.

e. **Additional Technology**

Sheriff's Department is interested in additional technology products that the Proposer can provide as part of the Proposer's proposal offering for this RFP. At its sole option, Sheriff's Department may elect to implement any proposed Additional Technologies throughout the life of the Agreement by way of Amendment. If Proposer is interested in providing information for additional technology products, it should supply information regarding each item listed below as indicated:

**1) Video Visitation System (VVS) (to be included in the fixed cost proposal):** Proposer shall describe its VVS feature, which shall provide both incarcerated persons and external users with onsite and remote video visits.

- a) Proposer shall supply details of Proposer's proposed optional VVS, which shall include, but not be limited to: hardware components, operating system, default applications, power options, proposed cabling, and bandwidth parameters.
- b) Proposer shall include a description, as well as images, of the proposed video visitation stations proposed for installation at the Facilities.
- c) Proposer shall detail any unique or distinctive features regarding the proposed VVS, including the capability for the incarcerated person to initiate video visitation sessions. If Proposer does not have the capability for the incarcerated person to initiate video visitations sessions, provide information on Proposer's research and development progress.
- d) Proposer shall list the requirements for a visitor to complete remote video visitation sessions, including but not limited to minimum bandwidth, equipment, software, browser type.
- e) Proposer shall specify its proposed process for providing information on upcoming video visits, including reports available in the VVS user application.
- f) Proposer shall provide a list of all available reports in the optional VVS user application.
- g) Proposer shall describe security features of the proposed VVS, including capabilities to capture the visitor's photo or identification automatically, verify the visitor's identity, run a warrant search on the visitor, create automated/custom restrictions.
- h) Proposer shall describe all methods for visitors to register and schedule a video visit.
- i) Proposer shall describe City's options for both manual and automatic approval of video visits.
- j) Proposer shall describe if the proposed VVS scheduling software can also accommodate standard in-person visits. If so, Proposer shall describe its visitation scheduling platform to be used by City for standard in-person visits.
- k) Proposer shall describe City's options for live VVS monitoring and playbacks of video visits.
- l) Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- m) Proposer shall include its costs for VVS within the IPTS Price Proposal as described in Attachment 1 – RFP Requirements, Section J (Rates & Fees).

**2) Automated Information Technology System (AITS) (to be included in the fixed cost proposal):** Proposer shall describe its AITS feature, which shall provide both incarcerated persons and external users with information relative to the facility or to a specific incarcerated person.

- a) Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 3) **Cell phone detection (to be included in the fixed cost proposal)**: Proposer must provide an overview of both mobile and stationary cell phone detection technology
  - a) Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.
- 4) **Identity Detection Technology (Beyond Voice Biometrics and Face Recognition Technology) (to be included in the fixed cost proposal)**: Proposer must provide an overview of incarcerated person identity detection technologies available from the Proposer, beyond or superseding voice biometrics.
  - a) Proposer must provide 2 references of facilities where this feature has been implemented for at least 6 months.

3. **Firm Qualifications**

Provide information on your firm's background and qualifications which address the following:

a. **Proposer Information**

- 1) Name, address and telephone number of a contact person for this RFP response.
- 2) Documentation that Proposer is registered to do business in the state of California.
- 3) Documentation that all necessary requirements of the Federal Communications Commission (FCC) and BSCC Title 15 (Minimum Standards for Local Detention Facilities) for the IPTS are met.
- 4) A copy of Proposer's telecommunications service tariff, for the IPTS, for the state of California.
- 5) Proposer's current annual report and its 2 most recent Dun and Bradstreet or similar reports.
- 6) If Proposer has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.
- 7) If Proposer has participated in an acquisition or merger in the last 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
- 8) A synopsis of any and all incarcerated person telephone RFP and/or contract related protests in within the last 3 years. Include location and outcome of the protest. A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 9) A synopsis of any and all litigation(s) within the last 5 years where Proposer or Proposer's IPTS is a party. Include venue, style of case and status of litigation.
- 10) Provide information on your firm's background and qualifications which includes a brief description of your firm as well as how any joint venture or association would be structured.

b. **Disaster Recovery Plan**

- 1) Proposer shall detail its Disaster Recovery Plan (DRP). This plan should provide the Proposer processes, policies and procedures relating to the

recovery of services and data requirements as specified in this RFP preceding and/or following a natural or human-induced disaster.

- a) The DRP shall address the Proposer's recovery processes following a natural or human-induced disaster for these scenarios.
  - i. A localized event affecting only the Proposer's facilities, infrastructure, and personnel;
  - ii. A localized affecting only the Sheriff's Department's facilities, infrastructure, and personnel; and
  - iii. A broad geographic event affecting both the Proposer and the Sheriff's Department.

c. **Customer Service**

1. Provide the following information regarding Proposer's processes for handling incarcerated person/end-user service matters for the IPTS specified in this RFP.
  - a) Describe procedure(s) for handling incarcerated person/end-user complaints including the contact options available for end-users to request assistance from Proposer;
  - b) Indicate whether Proposer's customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative;
  - c) The hours during which live customer service representatives are available to speak with end-users via telephone;
  - d) Indicate the average on-hold time to reach a live representative; and
  - e) Describe procedure(s) for handling incarcerated person or end-user refund requests and the timeframe for completing such requests.

d. **Maintenance**

- 1) Proposer shall provide Sheriff's Department with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outages and reporting issues for the IPTS. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues.
- 2) Proposer shall provide the on-site response time, priority levels and escalation schedule for emergency outage/service issues at and/or related to the Facilities as an exhibit to its RFP response and as outlined in **Attachment 1, Section B.1 (Proposal Order)**.
- 3) Proposer shall describe its detailed approach to routine and emergency maintenance as an exhibit to its RFP response and as outlined in **Attachment 1, Section B.1 (Proposal Order)**.
- 4) Proposer shall provide a synopsis of all IPTS outages lasting longer than 6 hours in a single day for the past 6 months. Include reason and outcome of the outage.
  - a. A response indicating this information is confidential and/or proprietary will be considered an Exception.

4. **Team Qualifications**

- a. Proposer shall provide the names of Proposer's employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Agreement using format of the table below. Provide a list identifying: (1) each



key person on the project team, (2) the project manager, (3) the role each will play in the project, Proposer may add additional rows to the table as necessary.

- b. Proposer shall include a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the Sheriff's Department's prior approval.
- c. Proposer shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Agreement. There is no limit on the

Technician Name	Company	Location (Address, City, State)	Contact Phone Number	Proximity (In Miles)

number of resumes that the Proposer may submit. Resumes shall be included in Proposer's proposal as indicated in **Attachment 1, Section B.1 (Proposal Order)**.

- d. All resumes shall be no more than 2 pages and include the following information.
  - 1) Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.
  - 2) The amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.
  - 3) Two related, past performance references for projects of comparable size and complexity where the team member has performed duties similar to the ones outlined in this RFP.
    - a) Proposer must include a contact name, number and email address of someone who has knowledge of the team member's work for that project.
  - 4) Work experience for no more than the last 10 years. List relevant current/recent work experience, employers, dates and duties in reverse chronological order.
- e. Proposer shall provide information regarding maintenance personnel for the IPTS using the format provided in the table below.
  - 1) Indicate the number of technicians directly employed by Proposer as well as the number of technicians that will be subcontracted for service at the Facilities.
  - 2) Indicate the names, company, primary physical work location, telephone numbers, and proximity to the Facilities for the technicians that will be maintaining, servicing and performing work under the Agreement.
  - 3) Proposer shall disclose, with percentages clearly shown, the specific work tasks for the Facilities that will be subcontracted and the specific work tasks that will be performed by Proposer employees.

## 5. References

Provide references for the projects that comprise your minimum qualifications. Proposer's references will be used to confirm and verify that proposer has met the minimum qualifications.

By including these references, proposers are representing that the references are familiar with proposer's work and experience, and references will be truthful in any representations.

- a. Provide a list of agreements not renewed, lost or prematurely cancelled in the last 5 years.
  - 1) If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an exception.
- b. Provide a list of clients/agencies who have notified Proposer of unauthorized fees/charges, overbillings or revenue share owed within the last 3 years and the status of resolution of those claims.
  - 1) A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- c. Provide 3 client references for facilities where Proposer provides the equipment and services comparable to the requirements in this RFP.
  - 1) References provided must be currently under contract with Proposer and have been operating under that contract for at least 6 months.
  - 2) Proposer shall ensure updated references and accurate contact information is provided.
- d. References may be contacted at any time during the RFP.
- e. Using the format in the table below, provide the requested information for each reference.

<b>City Name:</b>	
<b>Contact Person and Title:</b>	
<b>Telephone Number(s):</b>	
<b>Email Address:</b>	
<b>City, State:</b>	
<b>Number of Facilities:</b>	
<b>ADP:</b>	
<b>Agreement Effective Date:</b>	
<b>Total Number of Incarcerated Person Phones:</b>	
<b>Total Number Visitation Phones:</b>	
<b>Portion of Free Calls via IPTS:</b>	

6. **Price Proposal**

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Using **Attachment 1 – Section J (Rates and Fees)** please provide the price proposal in a separate electronic folder or sealed envelope with your proposal submission. The City will only select one Price Proposal Option to score, either a) Fixed Annual Cost or b) Lease Cost option.

- a. In Option 1, Proposer shall:
  - 1) Propose a fixed annual cost amount that shall be payable by City in equal monthly increments covering the scope of the RFP associated with the IPTS.
- b. In Option 2, Proposer shall:
  - 1) Propose a flat per-incarcerated person telephone lease fee that shall be payable by City on a per station basis covering the scope of the RFP associated with the IPTS. The per-incarcerated person telephone lease rate shall be applied to new incarcerated person telephone installations.

7. **Certification of Headquarters in Accordance with Administrative Code Chapter 12X.**

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address:

---

I will notify the San Francisco Sheriff’s Department if my company's headquarters moves.”

The required statement is found at the bottom of **Attachment 1 – Section J (Rates and Fees)**. Proposers should enter the address of their company’s headquarters and sign under the form. Failure to sign this statement may be cause for disqualification.

IV. **Evaluation and Selection Criteria**

A. **Minimum Qualifications**

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but City determines that the Proposer does not meet minimum qualifications, proposer may be deemed non-responsible.

1. Proposer must complete and submit **Attachment 1 – RFP Requirements (Sections A through N)** in its entirety. Proposers may include exceptions to the RFP Requirements per **Attachment 1 – Section K. Exceptions to the RFP**.
2. Proposer must currently manage and operate IPTS with a minimum annual incarcerated person population of 1,300 incarcerated persons or process over 900,000 IPTS minutes of use per month.

3. Proposer warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California and the Sheriff's Department to provide the sought services.
4. Proposer must attend the Mandatory Pre-Proposal Conference and Facility tours.
5. Proposer must be a City-approved vendor by the time of Agreement award.
6. Proposer shall comply with free calls and no fees for the IPTS.

**B. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of parties with expertise incarcerated person communications services. The City intends to evaluate the proposals generally in accordance with the criteria itemized in **Attachment 1, Section C.1 (Evaluation Criteria)**. Further information on the proposal evaluation and selection process is covered in **Attachment 1, Section C (Evaluation and Selection)**.

### 1. Overall Evaluation Process

The evaluation process will consist of the phases specified below as well as in **Attachment 1, Section C.1 (Evaluation Criteria)**.

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Screening of Minimum Qualifications	Pass/Fail
Written Proposal (Project Approach, Firm Qualifications, Team Qualifications, References)	Attachment 1 – Section C.1 - (55 points)
Price Proposal (Including BAFO)	Attachment 1 – Section C.1 – (40 points)
Oral Interview	Attachment 1 – Section C.1 – (5 Points)
<b>TOTAL</b>	<b>100 points</b>

#### Screening of Minimum Qualifications

Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in **Section IV, Part A (Minimum Qualifications)** of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarifications from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

#### Written Proposal Evaluation

The proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the proposals generally in accordance with the criteria itemized in **Attachment 1, Section C.1. (Evaluation Criteria)**.

#### Price Proposal:

The City intends to award this contract to the firm that it considers will provide the best overall services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

The Price Proposal score will be determined by the equation below and will be based on the total price proposal. The City will only select one Price Proposal Option to score, either a) Fixed Cost or b) Lease Cost option.

Score = (Lowest Proposed price / Proposer's price) x (max Price points possible).

### **Oral Interview**

Following the evaluation of the written proposals, the 3 proposers receiving the highest scores may be invited to an oral interview. The interview will consist of a presentation of the proposed IPTS with a sample of the proposed phone equipment and standard questions asked of each of the 3 proposers.

Following the evaluation of the written proposals and price proposals, both scores will then be tabulated and proposers will be ranked starting with the proposer receiving the highest score, then continuing with the proposer receiving the second highest score, and so on. The 3 proposers receiving the highest scores will be invited to an oral interview. The City will determine the format and the scoring criteria to be used during the interview. The interview will consist of either or both standard questions asked of each of the proposers, and may include questions of clarification for specific proposals. The selection panel will evaluate each proposer based on their presentation and/or responses. After the oral interview, the City will combine all scores, rank the proposers and select the highest ranked proposer to enter into agreement with.

## **V. Pre-proposal Conference and Agreement award**

### **A. Pre-Proposal Conference**

Proposers are required to attend a mandatory pre-proposal conference on the date and time specified in **Section I, Part B (Schedule of Events), Table 1 (Anticipated Schedule)** of this RFP. The pre-proposal conference will be held at **County Jail #1 – Lobby Conference Room, 425 7<sup>th</sup> St., San Francisco, CA 94103**, followed by a tour of downtown Facilities (CJ #1, CJ #2, CJ #4) and CJ #5 in San Bruno. Proposer should plan to be involved in the pre-proposal conference for a minimum of 5 hours. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in **Section VI, Part B**.

To attend the pre-proposal conference, Proposer must complete and email **Attachment 1, Section N (Pre-Proposal Conference Registration Form)** to the RFP contact specified in this RFP on or before the date specified in **Section I, Part B (Schedule of Events)** of this RFP. Each Proposer will be limited to 2 representatives at the site evaluation. Proposer must confirm attendance via email to the RFP contact at least 3 days prior to the site evaluation. This will be the only time available for Proposer to visit the Facilities during the RFP process.

Oral responses to questions during the site evaluation shall be considered nonbinding on City. Proposer's questions regarding the pre-proposal conference and/or this RFP must be submitted by Proposer in writing as specified herein on or before the date specified in **Section I, Part B (Schedule of Events)** of this RFP.

### **Question and Answer Period**

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, ending on or before the date specified in **Section I, Part B (Schedule of Events)** of this RFP. Questions and Answers will be posted publically. All questions concerning the RFP or process shall be submitted no later than 72-hours prior to the proposal deadline. Questions should include the RFP section number title, subsection and page of the corresponding RFP document.

Henry Gong

San Francisco Sheriff's Department Finance  
1 Dr. Carlton B. Goodlett Place  
Room 456, City Hall  
San Francisco, CA 94102  
[henry.gong@sfgov.org](mailto:henry.gong@sfgov.org)

Please reference RFP No. SHF 2019-11

The Pre-Proposal Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the pre-bid conference shall not excuse the successful Proposer from any obligations of the contract. Written Bid Addendum will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Conference. It is the responsibility of the Proposer to check for any RFP Addendums, Q&A postings, and other updates which will be posted on the County/City's Events and Bid website:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

#### **B. Agreement Award**

The Sheriff's Department will select a proposer with whom the Sheriff's Department staff or Sheriff's Department's Designated Agent shall commence Agreement negotiations. The selection of any proposal shall not imply acceptance by the Sheriff's Department of all terms of the proposal, which may be subject to further negotiations and approvals before the Sheriff's Department may be legally bound thereby. If a satisfactory Agreement cannot be negotiated in a reasonable time the Sheriff's Department in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer. Additional details surrounding Agreement selection and award can be found in **Attachment 1, Section C (Evaluation and Selection)**.

### **VI. Terms and Conditions for Receipt of Proposals**

#### **A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify City, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to City promptly after discovery, but in no event later than 72-hours prior to the date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

#### **B. Inquiries Regarding RFP**

Proposers shall submit all questions concerning this RFP scope of services or requirements in writing by email only during the Question and Answer Period as specified in **Section I, Part B (Schedule of Events), Table 1 (Anticipated Schedule)** of this RFP and directed to: [henry.gong@sfgov.org](mailto:henry.gong@sfgov.org). All Proposer questions concerning the bid process shall be submitted no later than the date and time specified in the **Section I, Part B (Schedule of Events), Table 1 (Anticipated Schedule)** of this RFP. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

#### **C. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not less than 72-hours prior to the RFP deadline, provide written notice to City setting

forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. All Exceptions or Objections to the RFP must be noted in **Attachment 1, Section K (Exceptions to RFP)**.

**D. Change Notices**

The Sheriff's Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by City prior to the proposal due date regardless of when the proposal is submitted. Therefore, City recommends that the Proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s). It is the responsibility of the proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City's Events and Bid website:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

**F. Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than the proposal due date and time.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, City may require a proposer to provide oral or written clarification of its proposal. City reserves the right to make an award without further clarifications of proposals received.

**G. Errors and Omissions in Proposal**

Failure by City to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

**H. Financial Responsibility**

City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

**I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

"No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the



board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.”

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- The officer’s re-election campaign;
- A candidate for that officer’s office; and/or
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a request for proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

## **J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors’ bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## **K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer’s meetings and records, and (2) a summary of all complaints concerning the proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer’s Chapter 12L

submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

**N. Local Business Enterprise Goals and Outreach**

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFP.

Each solicitation process requires a **new submittal of CMD Attachment 3 forms** at the following link, located under the heading “Attachment 3: General Services Contracts”:

<http://www.sfgsa.org/index.aspx?page=6135>

- 1) Form 2A-CMD Contract Participation Form
- 2) Form 2B- CMD “Good Faith Outreach” Requirements Form
- 3) Form 3- CMD Non-Discrimination Affidavit
- 4) Form 4- CMD Joint Venture Form (if applicable), and
- 5) Form 5- CMD Employment Form

Please submit Forms 2A, 2B, 3 and 5 (and Form 4 if Joint Venture response) with your Response Package. The forms should be part of the “Original” of your response. The forms should have original signatures.

If these forms are not returned with the response, the response may be determined to be non-responsive and may be rejected.

**A. Local Business Enterprise Goals and Outreach**

The requirements of the Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the S.F. Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this solicitation. More information regarding these requirements can be found at:

<http://www.sfgov.org/cmd>

**B. LBE Sub-consultant Participation Requirement**

Please refer to San Francisco Administrative Code Chapter 14B and *CMD* Attachment 2 for information concerning the City's LBE program.

The LBE sub-consulting goal % of the total value of the goods and/or services to be procured will be provided at the pre-proposal conference. Sub-consulting goals can only be met with CMD-certified Small or Micro-LBEs located in San Francisco.

**C. Link to LBE Sub-consultant Directory**

This link takes you to a directory of current Local Business Enterprises:

[http://mission.sfgov.org/hrc\\_certification/](http://mission.sfgov.org/hrc_certification/)

**D. Good Faith Outreach to Select LBE Sub-consultants**

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE sub-consultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE sub-consultants solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the response. LBEs identified as sub-consultants must be certified with the Contract Monitoring Division at the time the response is due, and must have been contacted by the (prime contractor) prior to listing them as subcontractors in the response. Any response that does not meet the requirements of this paragraph will be non-responsive.

**E. Documentation of Good Faith Outreach Efforts**

In addition to demonstrating that it will achieve the level of sub-consulting participation required by the contract, a Respondent shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & (D) and *CMD* Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Responses which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, *CMD* Attachment 2 and this solicitation will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE sub-consultant participation specified in the contract shall be deemed a material breach of contract.

*Note: If Respondent meets/exceeds LBE participation by 35% (i.e. 31.05% LBE participation for this contract), Good Faith Outreach documentation is not required.*

**F. LBE Participation and Rating Bonuses**

The City strongly encourages responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of this project for any Respondents who are certified as a Small or Micro-LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling (415) 581-2310. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- a) A 10% bonus to a Small or Micro LBE—including Non-Profit; or a joint venture between or among LBEs; or
- b) A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%;
- c) A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;

**Joint Venture Rating Bonus** If applying for a rating bonus as a joint venture, the LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the response, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

**G. Application of the Rating bonus:**

The following rating bonus/bid discount shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

- a) Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000. A 10% rating bonus/bid discount will apply to any proposal submitted by a CMD-Certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus/bid discount.
- b) Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000. A 10% rating bonus/bid discount will apply to any proposal submitted by a CMD-Certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus/bid discount will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus/bid discount shall not be applied at any stage if it would adversely affect a Small or Micro-LBE.
- c) Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000. A 2% rating bonus/bid discount will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE. C.

The rating bonus/bid discount does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

**H. CMD Contact**

If you have any questions concerning the CMD Forms and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please call the Contract Monitoring Division (CMD) at (415) 581-2310. The forms will be reviewed prior to the evaluation process.

**VII. Contract Requirements**

**A. Standard Contract Provisions**

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

**B. Nondiscrimination in Contracts and Benefits**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

### **C. Minimum Compensation Ordinance (MCO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

### **D. Health Care Accountability Ordinance (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

### **E. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

### **F. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

## **VIII. Protest Procedures**

### **A. Protest of Non-Responsiveness Determination**

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance,

procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**B. Protest of Non-Responsible Determination**

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The Proposer will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**C. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**D. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Henry Gong  
San Francisco Sheriff's Department Finance  
1 Dr. Carlton B. Goodlett Place  
Room 456, City Hall  
San Francisco, CA 94102  
[henry.gong@sfgov.org](mailto:henry.gong@sfgov.org)

## Appendix A

### Standard Forms

#### i. How to become Eligible to Do Business with the City:

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

#### ii. Mandatory Forms:

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City's supplier portal located at <https://sfcitypartner.sfgov.org/pages/index.aspx>:

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

#### iii. Vendor Eligibility and Invoice Payment:



Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

#### iv. Vendor Eligibility Forms:

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
<a href="#">CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</a>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Declaration of Nondiscrimination in Contracts and Benefits</a> with supporting documentation (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

	domestic partners. For more information and assistance, please visit the City Administrator's <b>Contract Monitoring Division Equal Benefits</b> web page.	
<a href="#">Vendor Profile Application</a>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

**v. Supplemental Forms:**

<b>Form:</b>	<b>Required If:</b>
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts



For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .



**A. Proposer Eligibility Forms:**

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
<a href="#"><u>CCSF Proposer - Business Registration (Electronic Submission - you must have a vendor number to complete)</u></a>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/"><u>https://sfcitypartner.sfgov.org/</u></a>
<a href="#"><u>Declaration of Nondiscrimination in Contracts and Benefits</u></a> <i>with supporting documentation</i> (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's <b>Contract Monitoring Division Equal Benefits</b> web page.	<a href="https://sfcitypartner.sfgov.org/"><u>https://sfcitypartner.sfgov.org/</u></a>
<a href="#"><u>Proposer Profile Application</u></a>	Includes New Proposer Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/"><u>https://sfcitypartner.sfgov.org/</u></a>

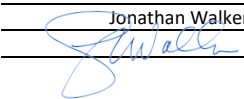
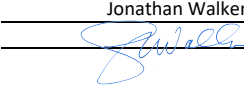
**B. Supplemental Forms:**

<b>Form:</b>	<b>Required If:</b>
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
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Payment (Labor and Material) Bond ( <a href="#"><u>pdf</u></a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.

Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at:  
<https://sfcitypartner.sfgov.org/> .

**Attachment 1 Final**

SECTION J - RATES AND FEES					
OPTION 1 IPTS REQUIRED FREE CALLS (FIXED COST)			OPTION 2 IPTS ALTERNATIVE FREE CALLS (LEASE)		
Category	Cost Per Minute	Avg Cost/Call: 15 Minutes	Category	Cost Per Minute	Avg Cost/Call: 15 Minutes
<b>Rates to Incarcerated Persons or Called Party</b>			<b>Rates to Incarcerated Persons or Called Party</b>		
All Domestic Calls	N/A	N/A	All Domestic Calls	N/A	N/A
International	N/A	N/A	International	N/A	N/A
<p><b>In Option 1, Proposer shall:</b></p> <p>1) Propose a fixed annual cost amount that shall be payable by City in equal monthly increments covering the scope of the RFP associated with the IPTS &amp; optional VVS.</p> <p>All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.</p>			<p><b>In Option 2, Proposer shall:</b></p> <p>1) Propose a flat per-incarcerated person telephone &amp; video station lease fee that shall be payable by City on a per station basis covering the scope of the RFP associated with the IPTS &amp; optional VVS. The per-incarcerated person telephone &amp; video station lease rate shall be applied to new incarcerated person telephone installations.</p> <p>All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.</p>		
<b>IPTS/OPTIONAL VVS RATE PROPOSAL</b>			<b>IPTS/OPTIONAL VVS LEASE PROPOSAL Per Incarcerated Person Telephone &amp; Optional Video Station</b>		
Category	Amount	Interval	Category	Amount	Interval
Fixed cost for IPTS/optional VVS:	\$39,055	Month	Lease cost for IPTS/optional VVS (Per Telephone & Video Station):	\$89.78	Month
<p><b>FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'S PROPOSAL</b></p> <p>To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.</p> <p><b>Proposer Name:</b> _____ Global Tel*Link</p> <p><b>Authorized Representative:</b> _____ Jonathan Walker</p> <p><b>Signature:</b> _____  <b>Date:</b> _____ 1/31/2020</p>					
<p><b>CERTIFICATION OF COMPANY HEADQUARTERS ADDRESS</b></p> <p>" I certify that my company is headquartered at the following address: 3120 Fairview Park Drive, Suite 300 Falls Church, VA 22042-4570 (Address, City, State, and Zip)</p> <p>I will notify the County and City of San Francisco and the San Francisco Customer if my company's headquarters moves"</p> <p><b>Proposer Name:</b> _____ Global Tel*Link</p> <p><b>Authorized Representative:</b> _____ Jonathan Walker</p> <p><b>Signature:</b> _____  <b>Date:</b> _____ 1/31/2020</p>					

## SECTION J - RATES AND FEES

OPTION 1 IPTS REQUIRED FREE CALLS (FIXED COST)			OPTION 2 IPTS ALTERNATIVE FREE CALLS (LEASE)		
Category	Cost Per Minute	Avg Cost/Call: 15 Minutes	Category	Cost Per Minute	Avg Cost/Call: 15 Minutes
Rates to Incarcerated Persons or Called Party			Rates to Incarcerated Persons or Called Party		
All Domestic Calls	N/A	N/A	All Domestic Calls	N/A	N/A
International	N/A	N/A	International	N/A	N/A
In Option 1, Proposer shall: 1) Propose a fixed annual cost amount that shall be payable by City in equal monthly increments covering the scope of the RFP associated with the IPTS & optional VVS.  All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.			In Option 2, Proposer shall: 1) Propose a flat per-incarcerated person telephone & video station lease fee that shall be payable by City on a per station basis covering the scope of the RFP associated with the IPTS & optional VVS. The per-incarcerated person telephone & video station lease rate shall be applied to new incarcerated person telephone installations.  All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.		
IPTS/OPTIONAL VVS RATE PROPOSAL			IPTS/OPTIONAL VVS LEASE PROPOSAL		
Category	Amount	Interval	Category	Amount	Interval
Fixed cost for IPTS/optional VVS:	\$52,800.00	Month	Lease cost for IPTS/optional VVS (Per Telephone & Video Station):	\$122.00	Month

## FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'S PROPOSAL

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

Proposer Name:

Securus Technologies, LLC

Authorized Representative:

Quynh Roberts

Signature:



Date:



## CERTIFICATION OF COMPANY HEADQUARTERS ADDRESS

"I certify that my company is headquartered at the following address: 4900 International Parkway, Carrollton, TX 75007

(Address, City, State, and Zip)

I will notify the County and City of San Francisco and the San Francisco Customer if my company's headquarters moves"

Proposer Name:

Securus Technologies, LLC

Authorized Representative:

Quynh Roberts

Signature:



Date:



## SECTION J - RATES AND FEES


OPTION 1 IPTS REQUIRED FREE CALLS (FIXED COST)			OPTION 2 IPTS ALTERNATIVE FREE CALLS (LEASE)		
Category	Cost Per Minute	Avg Cost/Call: 15 Minutes	Category	Cost Per Minute	Avg Cost/Call: 15 Minutes
Rates to Incarcerated Persons or Called Party			Rates to Incarcerated Persons or Called Party		
All Domestic Calls	N/A	N/A	All Domestic Calls	N/A	N/A
International	N/A	N/A	International	N/A	N/A
<b>In Option 1, Proposer shall:</b> 1) Propose a fixed annual cost amount that shall be payable by City in equal monthly increments covering the scope of the RFP associated with the IPTS & optional VVS.  All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.			<b>In Option 2, Proposer shall:</b> 1) Propose a flat per-incarcerated person telephone & video station lease fee that shall be payable by City on a per station basis covering the scope of the RFP associated with the IPTS & optional VVS. The per-incarcerated person telephone & video station lease rate shall be applied to new incarcerated person telephone installations.  All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.		
IPTS/OPTIONAL VVS RATE PROPOSAL			IPTS/OPTIONAL VVS LEASE PROPOSAL Per Incarcerated Person Telephone & Optional Video Station		
Category	Amount	Interval	Category	Amount	Interval
Fixed cost for IPTS/optional VVS:	\$ 29,000.00	Month	Lease cost for IPTS/optional VVS (Per Telephone & Video Station):	\$ 123.40	Month

## FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'S PROPOSAL

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

**Proposer Name:** Inmate Calling Solutions, LLC

**Authorized Representative:** Mike Kennedy, VP Sales & Marketing

**Signature:** 

**Date:** 2/4/2020


## CERTIFICATION OF COMPANY HEADQUARTERS ADDRESS

" I certify that my company is headquartered at the following address: 2200 Danbury St., San Antonio, TX 78217  
(Address, City, State, and Zip)

I will notify the County and City of San Francisco and the San Francisco Customer if my company's headquarters moves"

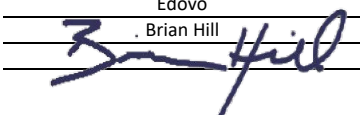

**Proposer Name:** Inmate Calling Solutions, LLC

**Authorized Representative:** Mike Kennedy, VP Sales & Marketing

**Signature:** 

**Date:** 2/4/2020

**Attachment 1 - RFP Requirements - UPDATE - Final**

SECTION J - RATES AND FEES					
OPTION 1 IPTS REQUIRED FREE CALLS (FIXED COST)			OPTION 2 IPTS ALTERNATIVE FREE CALLS (LEASE)		
Category	Cost Per Minute	Avg Cost/Call: 15 Minutes	Category	Cost Per Minute	Avg Cost/Call: 15 Minutes
<b>Rates to Incarcerated Persons or Called Party</b>			<b>Rates to Incarcerated Persons or Called Party</b>		
All Domestic Calls	N/A	N/A	All Domestic Calls	N/A	N/A
International	N/A	N/A	International	N/A	N/A
<p><b>In Option 1, Proposer shall:</b></p> <p>1) Propose a fixed annual cost amount that shall be payable by City in equal monthly increments covering the scope of the RFP associated with the IPTS &amp; optional VVS.</p> <p>All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.</p>			<p><b>In Option 2, Proposer shall:</b></p> <p>1) Propose a flat per-incarcerated person telephone &amp; video station lease fee that shall be payable by City on a per station basis covering the scope of the RFP associated with the IPTS &amp; optional VVS. The per-incarcerated person telephone &amp; video station lease rate shall be applied to new incarcerated person telephone installations.</p> <p>All calls and video visits, including international calls, shall be processed as free through the IPTS or VVS scheduling program.</p>		
IPTS/OPTIONAL VVS RATE PROPOSAL			IPTS/OPTIONAL VVS LEASE PROPOSAL Per Incarcerated Person Telephone & Optional Video Station		
Category	Amount	Interval	Category	Amount	Interval
Fixed cost for IPTS/optional VVS:	\$40,000 / \$60,000	Month	Lease cost for IPTS/optional VVS (Per Telephone & Video Station):	n/a	Month
<p><b>FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'S PROPOSAL</b></p> <p>To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.</p> <p><b>Proposer Name:</b> _____ Edovo</p> <p><b>Authorized Representative:</b> _____ Brian Hill</p> <p><b>Signature:</b>  _____</p> <p style="text-align: right;"><b>Date:</b> _____ 3-Feb-20</p>					
<p><b>CERTIFICATION OF COMPANY HEADQUARTERS ADDRESS</b></p> <p>" I certify that my company is headquartered at the following address: 215 W Superior St Suite #600, Chicago, IL 60654 _____</p> <p style="text-align: center;">(Address, City, State, and Zip)</p> <p>I will notify the County and City of San Francisco and the San Francisco Customer if my company's headquarters moves"</p> <p><b>Proposer Name:</b> _____ Edovo</p> <p><b>Authorized Representative:</b> _____ Brian Hill</p> <p><b>Signature:</b>  _____</p> <p style="text-align: right;"><b>Date:</b> _____ 3-Feb-20</p>					